

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:) Chapter 9
)
CITY OF DETROIT, MICHIGAN,) Case No. 13-53846
)
) Hon. Thomas J. Tucker
Debtor.)
)

**STIPULATION RESOLVING THE DETROIT WAYNE JOINT BUILDING
AUTHORITY'S OBJECTION TO AMOUNTS OF CURE AMOUNT CLAIMS IN
CONNECTION WITH ASSUMPTION OF AGREEMENTS**

The City of Detroit and the Detroit Wayne Joint Building Authority, by and through their respective counsel, hereby stipulate to the immediate entry of the attached Order Resolving the Detroit Wayne Joint Building Authority's Objection to the Amounts of Cure Amount Claims in Connection with Assumption of Agreements.

Dated: May 29, 2015

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CITY OF DETROIT, MICHIGAN,) Case No. 13-53846
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**ORDER UPON STIPULATION RESOLVING THE DETROIT WAYNE JOINT
BUILDING AUTHORITY'S OBJECTION TO AMOUNTS OF CURE AMOUNT
CLAIMS IN CONNECTION WITH ASSUMPTION OF AGREEMENTS**

This matter comes before the Court upon the stipulation of the City of Detroit (the “City”) and the Detroit Wayne Joint Building Authority (the “DWJBA”) resolving the DWJBA’s objection to the Cure Amount Claims (the “Objection”) [Docket No. 9117], and the City’s Reply thereto [Docket No. 9341]. The Court, having reviewed the DWJBA’s Objection, and the City’s Reply, and being otherwise informed in the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The City shall pay to the DWJBA the amount of \$134,312.06 representing late fees due under the Lease Contract (as amended from time to time) and Work Order Bill-Backs owed by the City. Said amount shall be paid by the City no later than 45 business days from the entry of this Order.
2. The DWJBA will pay to the City a Public Lighting Department surcharge (the “Surcharge Amount”) totaling \$482,999 from the DWJBA’s current operating variance. The Surcharge Amount shall be paid by the DWJBA no later than 10 business days after the City’s payment to DWJBA of the \$134,312.06 required under paragraph 1 of this Order. The DWJBA

will not seek to pass through the Surcharge Amount to either the City or the County of Wayne under the terms of the Lease Contract. The City agrees that DWJBA's payment of the surcharge amount resolves all payment claims the City/PLD have or may have relating to electricity provided by the City/PLD to the DWJBA, and the City/PLD release DWJBA from any further claims, demands or liabilities relating to payment for electricity provided by the City/PLD to DWJBA.

3. The DWJBA withdraws its claim for capital improvement funding totaling approximately \$3.6 Million.

4. The Lease Contract is assumed as of December 10, 2014, in accordance with the Eighth Amended Plan of Adjustment of Debts of the City of Detroit (October 22, 2014).